

# **EXHIBIT 23**

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7 Connectu LLC, Cameron Winklevoss,  
Tyler Winklevoss, Howard Winklevoss,  
and Divya Narendra  
8  
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SANTA CLARA

12  
13 THE FACEBOOK, INC.

14 Plaintiff,

15 v.

16 CONNECTU LLC, CAMERON WINKLEVOSS,  
17 TYLER WINKLEVOSS, HOWARD  
WINKLEVOSS, DIVYA NARENDRA, AND  
DOES 1-25,

18 Defendants.  
19

CASE NO. 105 CV 047381

**SECOND AMENDED RESPONSE OF  
DEFENDANT CONNECTU LLC TO  
FORM INTERROGATORIES**

1 **PROPOUNDING PARTY:** Plaintiff THEFACEBOOK, INC.

2 **RESPONDING PARTY:** Defendant CONNECTU LLC

3 **SET NO.:** ONE (1)

4 TO PLAINTIFF AND ITS ATTORNEYS OF RECORD:

5 The above-named party hereby responds, pursuant to California Code of Civil Procedure  
6 Section 2030, to the form interrogatories as follows:

7 **PREFATORY STATEMENT**

8 It should be noted that this responding party has not fully completed its investigation of the  
9 facts relating to this case, has not completed discovery, and has not completed its preparation for  
10 trial.

11 All of the responses contained herein are based only upon such information and documents  
12 as are presently available to and specifically known to this responding party and disclose only those  
13 contentions which presently occur to such responding party.

14 It is anticipated that further discovery, independent investigation, legal research, and analysis  
15 will supply additional facts and add meaning to known facts, as well as establish entirely new factual  
16 conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and  
17 variations from the contentions herein set forth.

18 The following responses are given without prejudice to responding party's right to produce  
19 evidence of any subsequently discovery fact or facts which this responding party may later recall.  
20 Responding party accordingly reserves the right to change any and all answers herein as additional  
21 facts are ascertained, analyses are made, legal research is completed, and contentions are made. The  
22 responses contained herein are made in a good faith effort to supply as much factual information and  
23 as much specification of legal contentions as are presently known, but should in no way be to the  
24 prejudice of this responding party in relation to further discovery, research, or analysis.

25 Responding Party incorporates its initial responses and its amended responses to these Form  
26 Interrogatories. In addition, Responding Party adds the following:

**AMENDED RESPONSE TO FORM INTERROGATORIES****Response to 2.11**

3 No.

**Response to 2.12**

5 No.

**Response to 4.1**

7 No. ConnectU did not have insurance, nor does ConnectU believe that any damages have  
8 occurred based on the facts alleged in the complaint.

**Response to 4.2**

10 ConnectU has never been self-insured, nor does ConnectU believe that any damages have  
9 occurred based on the facts alleged in the complaint.

**Response to 8.2**

12 ConnectU is not an individual and therefore has never held a "job", nor has ConnectU ever  
13 been employed, as this Interrogatory uses the word "employment".

**Response to 8.3**

15 ConnectU is not an individual and therefore has never "worked for compensation", as this  
14 phrase is used in this Interrogatory.

**Response to 8.4**

17 ConnectU has never had a "monthly income" as this phrase is used in this Interrogatory.

**Response to 11.1**

19 ConnectU has never filed an action or made a written claim or demand for compensation for  
20 personal injuries.

**Response to 12.1**

22 (a) Persons who had knowledge of some of the facts alleged in the complaint include  
21 Cameron Winklevoss, Tyler Winklevoss, Howard Winklevoss, Divya Narendra and Winston  
23 Williams.

(b) Each of the above-mentioned people made statements about some of the facts alleged in  
24 the complaint.

(c) Each of the above-mentioned people heard some of the statements made about some of the  
25 facts alleged in the complaint.

(d) Cameron Winklevoss, Tyler Winklevoss, Divya Narendra, Howard Winklevoss and  
27 Winston Williams have knowledge about some of the facts alleged in the complaint.

1 **Response to 12.2**

2 No.

3 **Response to 12.3**

4 No.

5 **Response to 12.4**

6 No.

7 **Response to 12.5**

8 No.

9 **Response to 12.6**

10 No.

11 **Response to 12.7**12 ConnectU does not understand how the phrase "inspected the scene" could be applicable  
13 regarding the facts alleged in the complaint.14 **Response to 13.1**

15 No.

16 **Response to 13.2**

17 No.

18 **Response to 16.1**19 ConnectU does not understand what "contributed to the occurrence of the  
20 INCIDENT . . ." means in this context. As stated in ConnectU's demurrer, ConnectU understands  
21 the only "data" alleged in the complaint is comprised of email addresses which were supplied by  
22 Plaintiff's registrants and these registrants' friends. ConnectU understands these registrants and  
23 registrants' friends freely provided these email addresses with the understanding they would be  
24 shared. ConnectU is not aware of any facts suggesting that Plaintiff made any reasonable efforts to  
25 conceal these email addresses. If Plaintiff is contending it has been damaged as a result of the  
26 downloading of these email addresses, then persons who contributed to this activity would include  
27 those who set up Plaintiff's website, presumptively Mark Zuckerberg and perhaps others.  
28 Documents concerning the set-up and operation of Plaintiff's website are presumptively in Plaintiff's  
possession.25 **Response to 16.2**

26 Yes.

27 (a) Cameron Winklevoss, Tyler Winklevoss, Divya Narendra and those who set up and  
operate Plaintiff's website.

28 (b) See ConnectU's pending demurrer.

1 (c) All documents related to the creation and set up of Plaintiff's website

2 **Response to 16.3**

3 ConnectU cannot respond to this Interrogatory because ConnectU is unaware of any  
4 "injuries" that "plaintiff has disclosed in discovery proceedings" in this case.

5 **Response to 16.6**

6 ConnectU cannot respond to this Interrogatory because Plaintiff has not claimed any loss of  
7 earnings or income in any discovery proceedings in this case.

8 **Response to 16.7**

9 ConnectU cannot respond to this Interrogatory because Plaintiff has not claimed any property  
10 damage in any discovery proceedings in this case.

11 **Response to 16.8**

12 ConnectU cannot respond to this Interrogatory because Plaintiff has not claimed any property  
13 damage in any discovery proceedings in this case.

14 **Response to 16.9**

15 No.

16 **Response to 17.1**

17 Regarding Request No. 2, ConnectU did not specifically access Plaintiff's website to acquire  
18 email addresses. ConnectU accessed Plaintiff's website to see what was available on this site and to  
19 determine whether its intellectual property had been misappropriated. On certain occasions,  
20 ConnectU downloaded email addresses that were available on this site. Persons knowledgeable  
21 regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler Winklevoss,  
22 Divya Narendra and Winston Williams. Documents concerning ConnectU's access were identified  
23 in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

24 Regarding Request No. 3, ConnectU did not specifically access Plaintiff's website to identify  
25 the colleges and universities included in the online directory. ConnectU accessed Plaintiff's website  
26 to see what was available on this site and to investigate whether its intellectual property had been  
misappropriated. Persons knowledgeable regarding the response to this Interrogatory may include  
Cameron Winklevoss, Tyler Winklevoss, Divya Narendra and Winston Williams. Documents concerning ConnectU's access  
were identified in ConnectU's second amended response to Plaintiff's first set of Requests for  
Production.

27 Regarding Request No. 4, ConnectU did not specifically access Plaintiff's website to identify  
28 visible features on Plaintiff's site. ConnectU accessed Plaintiff's website to see what was available  
on this site and to investigate whether its intellectual property had been misappropriated. Persons  
knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler  
Winklevoss, Divya Narendra and Winston Williams. Documents concerning ConnectU's access  
were identified in ConnectU's second amended response to Plaintiff's first set of Requests for  
Production.

29 Regarding Request No. 5, ConnectU did not specifically access Plaintiff's website to  
determine what functions were permitted by Plaintiff's software. ConnectU accessed Plaintiff's  
30 website to see what was available on this site and to investigate whether its intellectual property had

1       been misappropriated. Persons knowledgeable regarding the response to this Interrogatory may  
 2       include Cameron Winklevoss, Tyler Winklevoss, Divya Narendra and Winston Williams.  
 3       Documents concerning ConnectU's access were identified in ConnectU's second amended response  
 4       to Plaintiff's first set of Requests for Production.

5           Regarding Request No. 6, ConnectU did not access Plaintiff's website to circumvent known  
 6       security features on the website. ConnectU accessed Plaintiff's website to see what was available on  
 7       this site and to investigate whether its intellectual property had been misappropriated. Persons  
 8       knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler  
 9       Winklevoss, Divya Narendra and Winston Williams. Documents concerning ConnectU's access  
 10      were identified in ConnectU's second amended response to Plaintiff's first set of Requests for  
 11      Production.

12           Regarding Request No. 7, ConnectU members used more than one user name and password  
 13      to access Plaintiff's website.

14           Regarding Request No. 8, while some of the email addresses obtained from Plaintiff's  
 15      website were used to invite some of the members of Plaintiff's website to join ConnectU, the  
 16      majority were not so used. See also ConnectU's prior Response to this Interrogatory. Persons  
 17      knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler  
 18      Winklevoss, Divya Narendra and Winston Williams. Documents concerning these invitations were  
 19      identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

20           Regarding Request No. 9, some users of ConnectU have requested that ConnectU invite their  
 21      friends who are users of Facebook's website to join ConnectU. ConnectU has sent emails to some of  
 22      the email addresses obtained from Facebook to invite Facebook users to join ConnectU. Persons  
 23      knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler  
 24      Winklevoss, Divya Narendra and Winston Williams. Documents concerning these invitations were  
 25      identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

26           Regarding Request No. 10, while ConnectU is unsure of what Plaintiff intended by the word  
 27      "“data” in addition to some email addresses and profiles, ConnectU did download from Plaintiff's  
 28      website publicly available course which Responding Party is informed and believed was initially  
 29      located on University Registrar websites. Persons knowledgeable regarding the response to this  
 30      Interrogatory may include Cameron Winklevoss, Tyler Winklevoss and Divya Narendra.

31           Regarding Request No. 11, ConnectU, did not track and does not know whether an invitation  
 32      it sent to a Facebook user resulted in this users decision to join connectu.com. Persons  
 33      knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler  
 34      Winklevoss, Divya Narendra, and Winston Williams. ConnectU is not aware of any documents  
 35      regarding this response.

36           Regarding Request No. 12, ConnectU retained Pacific Northwest Software for the purpose of  
 37      developing and furthering the ConnectU website. Pacific Northwest Software worked with some  
 38      email addresses that ConnectU obtained from Plaintiff's website. Persons knowledgeable regarding  
 39      the response to this Interrogatory may include Cameron Winklevoss, Tyler Winklevoss and Winston  
 40      Williams. Documents concerning ConnectU's access were identified in ConnectU's second amended  
 41      response to Plaintiff's first set of Requests for Production.

42           Regarding Request No. 13, ConnectU retained Winston Williams of Pacific Northwest  
 43      Software for the purpose of developing and furthering the ConnectU website. Winston Williams of  
 44      Pacific Northwest Software worked with some email addresses that ConnectU obtained from  
 45      Plaintiff's website. Persons knowledgeable regarding the response to this Interrogatory may include

1 Cameron Winklevoss, Tyler Winklevoss, and Winston Williams. Documents concerning  
 2 ConnectU's access were identified in ConnectU's second amended response to Plaintiff's first set of  
 Requests for Production.

3 Regarding Request No. 14, ConnectU has not generated significant revenue during its  
 4 existence. Persons knowledgeable regarding the response to this Interrogatory may include  
 Cameron Winklevoss, Tyler Winklevoss, and Divya Narendra. Documents supporting this response  
 include tax returns.

5 Regarding Request No. 15, ConnectU did not specifically access Plaintiff's website to  
 6 identify features that might improve ConnectU's business. ConnectU accessed Plaintiff's website to  
 see what was available on this site and to investigate whether its intellectual property had been  
 7 misappropriated. On certain occasions, ConnectU downloaded email addresses that were available  
 8 on this site. Persons knowledgeable regarding the response to this Interrogatory may include  
 Cameron Winklevoss, Tyler Winklevoss, Divya Narendra, and Winston Williams. Documents  
 concerning ConnectU's access were identified in ConnectU's second amended response to  
 Plaintiff's first set of Requests for Production.

10 Regarding Request No. 16, ConnectU does not recall if Plaintiff's website included "Terms  
 11 of Use". Persons knowledgeable regarding the response to this Interrogatory may include Cameron  
 Winklevoss, Tyler Winklevoss and Divya Narendra. ConnectU is not aware of any documents  
 regarding this response.

12 Regarding Request No. 17, ConnectU does not recall if Plaintiff's website included "Terms  
 13 of Use", or if it did, what those terms were. Persons knowledgeable regarding the response to this  
 14 Interrogatory may include Cameron Winklevoss, Tyler Winklevoss and Divya Narendra. ConnectU  
 is not aware of any documents regarding this response.

15 Regarding Request No. 18, ConnectU does not recall if Plaintiff's website included "Terms  
 16 of Use", or if it did, what those terms were. ConnectU never agreed to be bound by any terms of  
 use. Persons knowledgeable regarding the response to this Interrogatory may include Cameron  
 Winklevoss, Tyler Winklevoss, and Divya Narendra. ConnectU is not aware of any documents  
 17 regarding this response.

18 Regarding Request No. 19, ConnectU does not recall if Plaintiff's website included "Terms  
 19 of Use", or if it did, what those terms were. Persons knowledgeable regarding the response to this  
 20 Interrogatory may include Cameron Winklevoss, Tyler Winklevoss and Divya Narendra. ConnectU  
 is not aware of any documents regarding this response.

21 Regarding Request No. 20, ConnectU does not recall if Plaintiff's website included "Terms  
 22 of Use", or if it did, what those terms were. Persons knowledgeable regarding the response to this  
 23 Interrogatory may include Cameron Winklevoss, Tyler Winklevoss and Divya Narendra. ConnectU  
 is not aware of any documents regarding this response.

24 Regarding Request No. 21, ConnectU does not recall if Plaintiff's website included "Terms  
 25 of Use", or if it did, what those terms were. Persons knowledgeable regarding the response to this  
 26 Interrogatory may include Cameron Winklevoss, Tyler Winklevoss, and Divya Narendra. ConnectU  
 is not aware of any documents regarding this response.

27 Regarding Request No. 22, ConnectU does not currently use a data import program called  
 "Social Butterfly". Persons knowledgeable regarding the response to this Interrogatory may include  
 Cameron Winklevoss, Tyler Winklevoss, Divya Narendra and Winston Williams. ConnectU is not  
 aware of any documents regarding this response.

28

1       Regarding Request No. 23, ConnectU is not aware of any member of a social networking site  
 2 who "switched" to ConnectU. Some ConnectU members requested that ConnectU access Plaintiff's  
 3 website for the purposes of inviting their friends to join ConnectU. Some of the email addresses  
 4 ConnectU downloaded from Plaintiff's website were used in this process. Under these  
 5 circumstances, the Social Butterfly software facilitated this process. Persons knowledgeable  
 6 regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler Winklevoss,  
 7 Divya Narendra, and Winston Williams. ConnectU is not aware of any documents regarding this  
 8 response.

9       Regarding Request No. 24, ConnectU did not obtain email accounts from Plaintiff's website.  
 10 On certain occasions, ConnectU downloaded email addresses that were available on this site.  
 11 Regarding some of these email addresses, see the response immediately above. Persons  
 12 knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler  
 13 Winklevoss, Divya Narendra and Winston Williams.

14       Regarding Request No. 25 ConnectU does not recall if Plaintiff's website included "Terms of  
 15 Use", or if it did, what those terms were. ConnectU never agreed to be bound by any terms of use.  
 16 ConnectU never obtained "email accounts". Persons knowledgeable regarding the response to this  
 17 Interrogatory may include Cameron Winklevoss, Tyler Winklevoss, and Divya Narendra. ConnectU  
 18 is not aware of any documents regarding this response.

19       **Response to 50.3**

20       Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its  
 21 complaint. ConnectU is not a party to any agreement or contract involving Plaintiff. To the extent  
 22 Plaintiff is claiming a breach of contract, ConnectU has no knowledge of any agreement or the terms  
 23 of such agreement. ConnectU is informed and believes that a contract cannot be enforced against an  
 24 individual or entity who did not agree to the terms of the contract and/or did not receive adequate  
 25 consideration. ConnectU was not subject to the provisions alleged in Plaintiff's complaint.

26       **Response to 50.4**

27       Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its  
 28 complaint. ConnectU is not a party to any agreement or contract involving Plaintiff. ConnectU is  
 1 not aware of any agreement, release, accord and satisfaction or novation as it or they concern  
 2 ConnectU or Plaintiff.

3       **Response to 50.5**

4       Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its  
 5 complaint. ConnectU is not a party to any agreement or contract involving Plaintiff. To the extent  
 6 Plaintiff is claiming a breach of contract, ConnectU has no knowledge of any agreement or the terms  
 7 of such agreement. ConnectU is informed and believes that a contract cannot be enforced against an  
 8 individual or entity who did not agree to the terms of the contract and/or did not receive adequate  
 9 consideration. ConnectU therefore contends that the provisions cited in Plaintiff's complaint are not  
 10 enforceable.

11       **Response to 50.6**

12       Plaintiff has not cited in its complaint the entire document it purportedly contends to be an  
 13 agreement. ConnectU does not have any document that would support Plaintiff's apparent  
 14 contention that ConnectU is a party to an agreement with Plaintiff. Therefore, ConnectU cannot  
 15 respond as to whether this alleged agreement contains ambiguous terms.

## VERIFICATION

CAMERON WINKLEVOSS, under penalty of perjury under the laws of the State of California, states as follows:

4 1. That he is one of the members of ConnectU LLC;  
5 2. That he has read the foregoing **SECOND AMENDED RESPONSE OF**  
6 **DEFENDANT CONNECTU LLC TO FORM INTERROGATORIES** and knows the contents  
7 thereof, and that the same is true of his own knowledge, save and except as to the matters which are  
8 therein stated on his information or belief, and as to those matters, he believes it to be true.

8 Executed on the 31 day of March 2006.

  
Cameron Winklevoss

1 Scott R. Mosko (State Bar No. 106070)  
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6 Attorneys for Defendants ConnectU, LLC,  
7 Cameron Winklevoss, Tyler Winklevoss,  
Howard Winklevoss and Divya Narendra  
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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

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16 TYLER WINKLEVOSS, HOWARD  
17 WINKLEVOSS, DIVYA NARENDRA, AND  
DOES 1-25,

18 Defendants.

19 CASE NO. 105 CV 047381

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**CERTIFICATE OF SERVICE**

**CERTIFICATE OF SERVICE**

I am a citizen of the United States, over the age of 18 years, and not a party to this action. My place of employment and business address is Finnegan, Henderson April 3, 2006, I caused a copy of the following documents to be served:

- **DEFENDANT HOWARD WINKLEVOSS'S DECLARATION**
- **DEFENDANT TYLER WINKLEVOSS'S DECLARATION**
- **DEFENDANT CAMERON WINKLEVOSS'S DECLARATION**
- **DEFENDANT DIVYA NARENDRA'S DECLARATION**
- **SECOND AMENDED RESPONSE OF DEFENDANT CONNECTU LCC TO FORM INTERROGATORIES**
- **AMENDED RESPONSE OF DEFENDANT CAMERON WINKLEVOSS TO FORM INTERROGATORIES**
- **AMENDED RESPONSE OF DEFENDANT TYLER WINKLEVOSS TO FORM INTERROGATORIES**
- **AMENDED RESPONSE OF DEFENDANT DIVYA NARENDRA TO FORM INTERROGATORIES**
- **AMENDED RESPONSE OF DEFENDANT HOWARD WINKELVOSS TO FORM INTERROGATORIES**
- **THIRD AMENDED RESPONSE OF DEFENDANT CAMERON WINKLEVOSS TO PLAINTIFF'S FIRST SET OF SPECIAL INTERROGATORIES (1-23)**

to be served on all parties as follows:

*Attorneys for Plaintiff*

Joshua H. Walker, Esq.

Monte Cooper, Esq.

ORRICK, HERRINGTON & SUTCLIFFE LLP

1000 Marsh Road

Menlo Park, CA 94025

Telephone: 650.614.7400

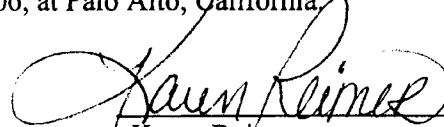
Facsimile: 650.614.7401

<input checked="" type="checkbox"/>	Via First Class Mail
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<input type="checkbox"/>	Via Overnight Courier
<input type="checkbox"/>	Via Facsimile

I am readily familiar with my firm's practice for collection and processing correspondence for mailing with the United States Postal Service, to wit, that correspondence be deposited with the United States Postal Service this same day in the ordinary course of business. I sealed said envelope

1 and placed it for collection at our business offices on April 3, 2006, following ordinary business  
2 practice.

3  
4 I declare under penalty of perjury under the laws of the State of California that the foregoing  
5 is true and correct. Executed on April 3, 2006, at Palo Alto, California.

6   
7 Karen Reimer

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